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Attorneys for Defendants LULU'S TREASURE, INC.,  
HARUTIUN KRATIAN and MARY KRATIAN

**THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

CHANEL, INC.,  
a New York corporation,

Plaintiff,

v.

LULU'S TREASURE, INC., a  
California corporation, HARUTIUN  
KRATIAN a/k/a SAM, an individual,  
and MARY KRATIAN a/k/a MARY  
K, an individual, individually and  
jointly d/b/a LULU'S TREASURE and  
DOES 1-10,

Defendants.

) Case No. CV 12-9671 GAF (CWx)

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) **STIPULATED CONSENT FINAL**  
) **JUDGMENT AND PERMANENT**  
) **INJUNCTION**

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1 Plaintiff, Chanel, Inc. (“Chanel”) and Defendants Lulu’s Treasure, Inc., a  
 2 California corporation, Harutian Kratian a/k/a Sam, an individual, and Mary  
 3 Kratian a/k/a Mary K, an individual, individually and jointly, d/b/a Lulu’s Treasure  
 4 (collectively “Defendants”) stipulate and consent to the following:

5 **WHEREAS**, the Defendants Lulu's Treasure, Inc. and Mary Kratian adopted  
 6 and began using trademarks in the United States which infringe and dilute the  
 7 distinctive quality of Chanel’s various registered trademarks: CHANEL and as  
 8 identified in Paragraph 7 of Chanel’s Verified Complaint;

9 **WHEREAS**, Lulu's Treasure, Inc.'s and Mary Kratian's use of names  
 10 and marks which are identical to, or substantially indistinguishable from, the  
 11 Chanel Marks is likely to cause confusion as to source or origin of the Lulu's  
 12 Treasure, Inc.'s and Mary Kratian's products, and will further dilute the distinctive  
 13 quality of the Chanel Marks;

14 **WHEREAS**, without the admission of any liability, the parties desire to  
 15 settle and have amicably resolved their dispute to each of their satisfaction; and

16 **WHEREAS**, based upon Chanel’s good faith prior use of the Chanel Marks,  
 17 Chanel has superior and exclusive rights in and to the Chanel Marks in the United  
 18 States and any confusingly similar names or marks.

19 IT IS STIPULATED, ORDERED, ADJUDGED AND DECREED that:

20 1. The Defendants and their officers, agents, servants, employees and  
 21 attorneys, and all persons in active concert and participation with them are hereby  
 22 permanently restrained and enjoined from intentionally and/or knowingly:

23 A. manufacturing or causing to be manufactured, importing,  
 24 advertising, or promoting, distributing, selling or offering to sell  
 25 counterfeit and infringing goods bearing the Chanel Marks;

26 B. using the Chanel Marks in connection with the sale of any  
 27 unauthorized goods;  
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- 1 C. using any logo, and/or layout which may be calculated to falsely  
2 advertise the services or products of the Defendants as being  
3 sponsored by, authorized by, endorsed by, or in any way  
4 associated with the Plaintiff;
- 5 D. falsely representing the Defendants as being connected with the  
6 Plaintiff, through sponsorship or association,
- 7 E. engaging in any act which is likely to falsely cause members of  
8 the trade and/or of the purchasing public to believe any goods or  
9 services of the Defendants, are in any way endorsed by,  
10 approved by, and/or associated with the Plaintiff;
- 11 F. using any reproduction, counterfeit, copy, or colorable imitation  
12 of the Chanel Marks in connection with the publicity,  
13 promotion, sale, or advertising of any goods sold by the  
14 Defendants, including, without limitation, costume jewelry,  
15 including, bracelets, earrings and necklaces;
- 16 G. affixing, applying, annexing or using in connection with the sale  
17 of any goods, a false description or representation, including  
18 words or other symbols tending to falsely describe or  
19 represent the Defendants' goods as being those of the Plaintiff,  
20 or in any way endorsed by the Plaintiff;
- 21 H. offering such goods in commerce; and from otherwise unfairly  
22 competing with the Plaintiff.
- 23 I. secreting, destroying, altering, removing, or otherwise dealing  
24 with the unauthorized products or any books or records which  
25 contain any information relating to the importing,  
26 manufacturing, producing, distributing, circulating, selling,  
27 marketing, offering for sale, advertising, promoting, renting or  
28

1 displaying of all unauthorized products which infringe the  
2 Chanel Marks; and

3 J. effecting assignments or transfers, forming new entities or  
4 associations or utilizing any other device for the purpose of  
5 circumventing or otherwise avoiding the prohibitions set forth in  
6 subparagraphs (A) through (I).

7  
8 2. Plaintiff shall have the right to seek sanctions for contempt,  
9 compensatory damages, injunctive relief, attorneys' fees, costs, and such other  
10 relief deemed proper in the event of a violation or failure by the Defendants to  
11 comply with any of the provisions hereof. The prevailing party in any such  
12 proceeding shall be entitled to recover its attorneys' fees and costs.

13 3. The claims for relief between Chanel and the Defendants are hereby  
14 dismissed, subject to the terms of the Settlement Agreement between the parties.  
15 This Consent Final Judgment shall be conclusive for purposes of collateral estoppel  
16 regarding all issues that have been or could have been brought on the same  
17 operative facts.

18 4. The parties' respective attorney's fees and costs incurred in connection  
19 with this action shall be borne as per the agreement of the individual parties in their  
20 Settlement Agreement.

21 5. This Court will retain continuing jurisdiction over this cause to enforce  
22 the terms of this Consent Final Judgment and the Settlement Agreement between  
23 the parties.

24 6. All infringing and counterfeit Chanel branded products seized on  
25 November 20, 2012 and/or any Chanel branded products currently in the  
26 possession, custody and/or control of the Defendants required to be surrendered to  
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Chanel under the terms of the parties' settlement, shall be destroyed under the direction of Chanel.

**IT IS SO ORDERED.**

Dated: June 11, 2013



JS-6

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GARY A. FEESS  
United States District Judge

## PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action, and my business address is Berry & Lussier (the "business"), 1901 Avenue of the Stars, Suite 1060, Los Angeles, California 90067.

On June 11, 2013, I caused the following document(s) to be served: **[PROPOSED] STIPULATED CONSENT FINAL JUDGMENT AND PERMANENT INJUNCTION** on the interested parties in this action by placing a true and correct copy thereof enclosed in a sealed envelope addressed as follows:

Sarkis Sirmabekian, Esq.  
Law Offices of Sarkis Sirmabekian  
705 E. Broadway  
Glendale, CA 91205  
**Counsel for Plaintiffs**

**X** **BY REGULAR U.S. MAIL:** I am readily familiar with the business' practice for collection and processing of correspondence for mailing with the United States Postal Service; such correspondence would be deposited with the United States Postal Service the same day of deposit in the ordinary course of business. I know that the envelope was sealed and, with postage thereon fully prepaid, placed for collection and mailing on this date, following ordinary business practices, in the United States mail at Los Angeles, California.

— **BY FACSIMILE TRANSMISSION:** I sent a true and complete copy of the document(s) described above by facsimile transmission to the telephone number(s) set forth opposite the name(s) of the person(s) set forth above.

— **BY FEDERAL EXPRESS OVERNIGHT DELIVERY OR OTHER EXPRESS OVERNIGHT SERVICE:** I declare that the foregoing described document(s) was(were) deposited on the date indicated below in a box or other facility regularly maintained by the express service carrier, or delivered to an authorized courier or driver authorized by the express service carrier to receive documents, in an envelope or package designated by the express service carrier with delivery fees paid or provided for, addressed to the person(s) on whom it is to be served, at the address as last given by that person on any document filed in the cause and served on this office.

— **BY PERSONAL SERVICE:** I caused such envelope to be delivered by hand to the above address(es).

— **(State)** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

**X** **(Federal)** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on June 11, 2013, at Los Angeles, California.

/s/ Deborah K. Diederich  
Deborah K. Diederich